

III.

The Gastar Defendants owned interests in the leases in question and had the right to drill and operate wells on those leases.

IV.

Navasota waived any claims against the Gastar Defendants.

V.

Navasota's claims are barred by estoppel.

VI.

Navasota did not have a right to possession that would support a trespass claim.

VII.

The Gastar Defendants' actions were justified by a good faith belief that Navasota had not exercised its preferential right to purchase.

WHEREFORE, PREMISES CONSIDERED, the Gastar Defendants pray that Plaintiff take nothing and that the Gastar Defendants recover their costs.

Answer to Cross-Action

VIII.

Gastar Exploration, Ltd. and GETLP generally deny the allegations of the Cross-Action filed by the Chesapeake Defendants.

IX.

The Chesapeake Defendants' claims are barred by waiver.

X.

The Chesapeake Defendants' claims are barred by estoppel.

XI.

The Chesapeake Defendants' claims are barred by the provisions of Section 4.5 of the Purchase and Sale Agreement and Exploration and Development Agreement dated effective November 4, 2005.

XII.

The Chesapeake Defendants' claims are barred by the provisions of Section 3.5 and Schedule 3.5 of the Common Share Purchase Agreement dated effective November 4, 2005.

WHEREFORE, PREMISES CONSIDERED, the Gastar Exploration, Ltd. and GETLP pray that the Chesapeake Defendants take nothing by way of their Cross-Action and that Gastar Exploration, Ltd. and GETLP recover their costs.

Counterclaim and Cross-Claim in Interpleader

XIII.

GETLP complains of Plaintiff Navasota Resources, Inc. ("Plaintiff") and the Chesapeake Defendants, and for cause of action shows:

XIV.

GETLP is the operator of the wells identified on Exhibit A. Both Plaintiff and the Chesapeake Defendants have made rival claims against GETLP to revenues from the wells identified on Exhibit A hereto. Specifically, Plaintiff has made both verbal and written demands on GETLP for distribution of revenues from those wells, and the Chesapeake Defendants have made both verbal and written demands on GETLP for distribution of revenues from those wells. Attached as Exhibit B is correspondence from Plaintiff making such demands. Additionally, the Chesapeake Defendants have sought in this case a declaratory judgment that they are entitled to

recoup expenses from the revenues from those wells. See Paragraph XV of the Chesapeake Defendants' Answer, Counterclaim, and Cross-Action dated August 28, 2009, a copy of which is attached as Exhibit C.

XV.

The claims of Plaintiff and the Chesapeake Defendants are adverse and conflicting, and GETLP is unable to determine which party or parties are entitled to the net revenues from the wells, after deduction of any joint interest billings relating to the wells. Through June 2009 production, the total amount of the net revenues from the wells, after deduction of any joint interest billings relating to the wells, that is in dispute is \$1,077,039.31. Additional amounts will continue to accrue and be subject to dispute based on the positions taken by Plaintiff and the Chesapeake Defendants as additional gas is produced and sold. With respect to the \$1,077,039.31 in net revenues through June 2009 production and additional net revenues from the sale of future production (after deduction of any joint interest billings), GETLP is in the position of an innocent stakeholder faced with the possibility of multiple liability and incidental costs.

XVI.

GETLP neither has, nor claims, any interest in the net revenues described in the preceding paragraph, which GETLP has at all times been willing to deliver such funds to the person or persons entitled to possession.

XVII.

GETLP has in no way colluded with any other party concerning the net revenues described above or the issues involved in this counterclaim and cross-claim in interpleader. GETLP has not been, and will not be, indemnified in any manner by any party. GETLP has filed

this counterclaim and cross-claim in interpleader of its own free will to avoid multiple liability and unnecessary suits and costs incidental to them.

XVIII.

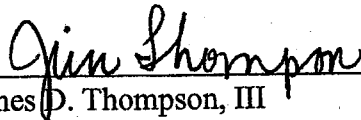
GETLP unconditionally offers to and is ready to deposit with the Court the sum of \$1,077,039.31, which represents the amount of the net revenues from the wells listed on Exhibit A which are the subject of the rival claims of Plaintiff and the Chesapeake Defendants, after deduction for joint interest billings associated with the wells. GETLP also unconditionally offers to and is ready to deposit with the Court additional net revenues on future production which are the subject of the rival claims of Plaintiff and the Chesapeake Defendants, after deduction for joint interest billings associated with the wells, promptly after those disputed net revenues are received. GETLP has, simultaneous with the filing of this counterclaim and cross-claim in interpleader, filed a motion with the Court seeking an Order permitting it to deposit such funds into the registry of this Court.

XIX.

For the reasons stated, GETLP requests that Plaintiff and the Chesapeake Defendants be required to interplead their claims to the net revenues from the wells identified on Exhibit A, which GETLP seeks to deposit into the registry of the Court, that the Court order that GETLP be released and discharged from all liability to Plaintiff and the Chesapeake Defendants on account of the payment of the net revenues from the wells identified on Exhibit A (after deduction of joint interest billings relating to those wells), that GETLP recover its costs, and that GETLP recover such other and further relief to which it may be justly entitled.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this **9th day of September, 2009**, a true and correct copy of the foregoing pleading was served on the following counsel via the delivery method indicated below.


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